

EXHIBIT A

SHERIFF'S ENTRY OF SERVICE



SHERIFF'S ENTRY OF SERVICE

Civil Action No. 2013CV227759Date Filed 2-25-2013
☒ Superior Court
☐ State Court
☐ Juvenile Court

☐ Magistrate Court
☐ Probate Court
Georgia, Fulton COUNTY

Attorney's Address

Keith Thomas
P.O. Box 960242
Riverdale GA 30296

Keith F. Thomas

Plaintiff

Name and Address of Party to be Served

Bank of America N.A. Through
Registered Agent
CT Corporation Systems
1201 Peachtree St. N.E.
Atlanta, GA 30361

Northstar Mortgage Group LLC et

Defendant

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

☐ I have this day served the defendant _____ personally with a copy of the within action and summons.

☐ I have this day served the defendant _____ by leaving a copy of the action and summons at his most notorious place of abode in this County.

NOTORIOUS

☐ Delivered same into hands of _____ described as follows:
 age, about _____ years; weight _____ pounds; height, about _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION

Served the defendant Bank of America a corporation
☒ by leaving a copy of the within action and summons with Quinn CT Corp
 in charge of the office and place of doing business of said Corporation in the County.

TACK & MAIL

☐ I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

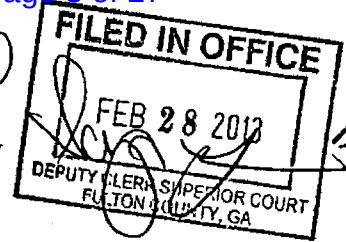
NON EST

☐ Diligent search made and defendant _____ not to be found in the jurisdiction of this court.
This 28 day of Feb, 2013

223260
 DEPUTY



ORIGINAL

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Keith E. Thomas

Plaintiff(s)

v.

Civil Action No. : 2013CV227759

Northstar Mortgage Group, LLC, its successors &
 assigns,
 Bank of America, NA., aka Bac Home Loans Servicing,
 LP fka Countrywide Home Loans Servicing, LP,
 Mortgage Electronic Registration Systems, Inc. aka
 Merscorp, Inc., collectively known as MERS

ORDER APPOINTING SPECIAL MASTER

IT APPEARING to the Court that Petitioner has filed his verified Petition to Quiet Title of Real Property, and attached thereto all copies and exhibits of written instruments upon which Petitioner's interest in the Property is based: as well as other exhibits as required by O.C.G.A. §23-3-60, *et. seq.*, and;

IT IS THEREFORE ORDERED that Barry Zimmerman of Zimmerman & Associates, located at 6376 Spalding Drive Norcross, GA 30092, who is a resident of Fulton County and an individual authorized to practice law in the State of Georgia, be and is hereby appointed Special Master in the within action, as pursuant to O.C.G.A. § 23-3-63.

IT IS FURTHER ORDERED that the Special Master determine who is entitled to notice of this action, cause process to issue to all persons so entitled to notice; and make a determination and/or a Findings of Facts of the issues presented in the Petition; and make a report of such determinations and/or a Findings of Facts available to the Court.

So ORDERED this the

28 day of Feb., 2013.

Judge Constance C. Russell
 Fulton County Superior Court
 Atlanta Judicial Circuit

Keith E. Thomas ProSe
ProSe
P.O. Box 960242
Roverdale , GA 30296

General Civil Case Filing Information Form (Non-Domestic)

Court

☒ Superior☐ State

County

Fulton

Date Filed

2-25-2013

MM-DD-YYYY

Docket #

2013CV227759

Plaintiff(s)

Thomas Keith E
 Last First Middle I. Suffix Prefix Maiden

 Last First Middle I. Suffix Prefix Maiden

 Last First Middle I. Suffix Prefix Maiden

 Last First Middle I. Suffix Prefix Maiden

No. of Plaintiffs

1

Plaintiff/Petitioner's Attorney

☒ Pro Se

 Last First Middle I. Suffix

Bar #

Defendant(s)

NORTSTAR Mortgage Group LLC
 Last First Middle I. Suffix Prefix Maiden

Bank of America N.A.
 Last First Middle I. Suffix Prefix Maiden

Mortgage Electronic Registration Systems
 Last First Middle I. Suffix Prefix Maiden

 Last First Middle I. Suffix Prefix Maiden

No. of Defendants

3

FILED IN OFFICE

FEB 25 2013

DEPUTY CLERK SUPERIOR COURT
FULTON COUNTY, GA

Check Primary Type (Check only ONE)

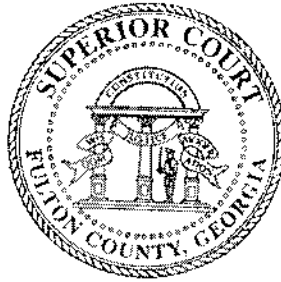
- ☐ Contract/Account
- ☐ Wills/Estate
- ☒ Real Property
- ☐ Dispossessory/Distress
- ☐ Personal Property
- ☐ Equity
- ☐ Habeas Corpus
- ☐ Appeals, Reviews
- ☐ Post Judgment Garnishment, Attachment, or Other Relief
- ☐ Non-Domestic Contempt
- ☐ Tort (If tort, fill in right column)
- ☐ Other General Civil Specify _____

If Tort is Case Type:

(Check no more than TWO)

- ☐ Auto Accident
- ☐ Premises Liability
- ☐ Medical Malpractice
- ☐ Other Professional Negligence
- ☐ Product Liability
- ☐ Other Specify _____

Are Punitive Damages Pleaded? ☐ Yes ☐ No



IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA

136 PRYOR STREET, ROOM C-103, ATLANTA, GEORGIA 30303

SUMMONS

<u>Keith E. Thomas</u>) Case	<u>2013CV227759</u>
) No.:	
)	
<u>Plaintiff,</u>)	
)	
vs.)	
<u>Northstar Mortgage Group LLC et al</u>)	
)	
<u>Defendant</u>)	
)	
)	
)	
)	

TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file with the Clerk of said Court and serve upon plaintiff's attorney, whose name and address is:

Keith Thomas
P.O. Box 960242
Riverdale GA 30296

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service; unless proof of service of this complaint is not filed within five (5) days of such service. Then time to answer shall not commence until such proof of service has been filed. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

This 25th day of Feb, 2013

Honorable Cathelene "Tina" Robinson
 Clerk of Superior Court

By Mac Vaughn
 Deputy Clerk

To defendant upon whom this petition is served:

This copy of complaint and summons was served upon you

28 Feb, 2013
42232
 Deputy Sheriff

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

KEITH E. THOMAS,

Plaintiff,

Civil Action No. 2013CV 227759

v.

NORTHSTAR MORTGAGE GROUP, LLC, its'
successors and assigns,

Defendants,

BANK OF AMERICA, N.A., a/k/a
BAC HOME LOANS SERVICING, LP f/k/a
COUNTRYWIDE HOME LOANS SERVING, LP

Defendants,

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc., a/k/a
MERSCORP, Inc., collectively known as MERS

Defendants.



VERIFIED COMPLAINT TO QUIET TITLE

Comes now Keith Thomas, plaintiff do now petition this Honorable Court for relief against the named defendants and any others whom may present a claim against the described property herein.

This is an action to quiet title to real property owned by the plaintiff Keith E. Thomas in fee simple and located at 2655 West Road, Riverdale, Fulton County, Georgia 30296 and more fully described as follow:

All that tract or parcel of land lying and being in Land Lot 189 of the 13th District of Fulton County, Georgia, being identified as Lot 5, of West Road Acres, as shown on plat recorded in Plat Book 148, page 100, Public records of Fulton county, Georgia, which plat and reference thereto are incorporated herein for a more complete description of said land.

Being improved property known as: 2655 West Road, according to the present

system of numbering houses in Fulton County, Georgia.

Plaintiff's title to the above-described property is derived from the Warranty Deed from Eric J. Hulsman to this plaintiff Keith E. Thomas recorded at Deed Book 45245 pg. 446 within the records of The Clerk of Superior Court for Fulton County, Georgia. *See copy of said Warranty Deed attached hereto as Exhibit "A". See also copy of the Fulton County, Georgia plat describing the property attached hereto as Exhibit "B".*

JURISDICTION

The plaintiff seeks relief before this Honorable Court pursuant to O.C.G.A. § 23-3-40 et seq, O.C.G.A. § 23-3-41 and O.C.G.A. § 23-3-42 and U.C.C. Article 3 § 203 Transfer of Instrument: Rights Acquired by Transfer.

The residential property identified within this complaint is physically located within Fulton County, Georgia and is within the jurisdiction of the Fulton County Superior Court by statue.

The Superior Court of Fulton County, Georgia has proper jurisdiction over the matters for which this plaintiff seeks relief within this verified complaint for quiet title.

CITATIONS OF LEGAL AUTHORITY

O.C.G.A. § 23-3-40 which provides : The proceeding quia timet is sustained in equity for the purpose of causing to be delivered and canceled any instrument which has answered the object of its creation or any forged or other iniquitous deed or other writing which, though not enforced at the time, either casts a cloud over the complainant's title or otherwise subjects him to future liability or present annoyance, and the cancellation of

which is necessary to his perfect protection.

O.C.G.A. § 23-3-41(a) provides: In all proceedings quia timet or proceedings to remove clouds upon titles to real estate, if a proper case is made, the relief sought shall be granted to any complainant irrespective of whether the invalidity of the instrument sought to be canceled appears upon the face of the instrument or whether the invalidity appears or arises solely from facts outside of the instrument.

O.C.G.A. § 23-3-42 (1) thru (3) provides: An instrument which, by itself or in connection with proof of possession by a former occupant or other extrinsic facts, gives the claimant there under an apparent right in or to the property may constitute a cloud on the title of the true owner; and the latter may proceed to have the same removed upon proof:

- (1) That he cannot immediately or effectually maintain or protect his rights by any other course of proceeding open to him;
- (2) That the instrument sought to be canceled is such as would operate to throw a cloud of suspicion upon his title and might be vexatiously or injuriously used against him;
- (3) That he either suffers some present injury by reason of the hostile claim of right or; though the claim has not been asserted adversely or aggressively, he has reason to apprehend that the evidence upon which he relies to impeach or invalidate the same as a claim upon his title may be lost or impaired by lapse of time.

Uniform Commercial Code; Article 3; Transfer of Instrument: Rights Acquired by Transfer.

- (a) An instrument is transferred when it is delivered by a person other than its

issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of the holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.

(c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but negotiation of the instrument does not occur until the indorsement is made.

(d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee.

BRIEF STATEMENT OF THE FACTS

The plaintiff entered into a residential mortgage contract with Northstar Mortgage Group, LLC [Northstar] on or about June 12, 2007 of which the residential property referred to herein was secured to Northstar by a promissory note [the Note] as the negotiable instrument referred to herein.

According to the public land records within the Office of The Clerk of Superior Court for Fulton County, Georgia and pursuant to Uniform Commercial Codes Article 3

§ 203, no documentation exist on file verifying that Northstar ever transferred or sold the Note to any other entity beginning around June 12, 2007 up and through the date of the filing of this complaint.

Even though no such transfer of the Note documentation exists on file with the Office of The Clerk of Superior Court for Fulton County, Georgia, based upon information obtained from public sources and persons with first hand knowledge of Northstar's normal business practices, Northstar sold the Note and the loan and divested themselves of any and all interest within the mortgage contract [in 2007] to an unidentified entity within 30 to 90 days following the residential mortgage closing referred to herein. That entity is not identified as Bank of America, N.A. nor is that entity affiliated with Bank of America, N.A. as explained more explicitly within the following paragraphs of this complaint.

According to information gathered by sources with first hand knowledge, plaintiff have learned that the normal business practices and procedures implemented by Northstar for any and all of it's residential mortgage closings were to sell the entire loan [mortgage contract] to a qualified entity within 30 to 90 days of the residential closings. As to plaintiff's residential mortgage transactions referred to herein, Northstar did in fact sell all rights and ownership associated with plaintiff's residential mortgage within 30 to 90 days following the June 12, 2007 mortgage closing to an entity that did not authorize MERS to act as Nominee on their behalf.

Along with selling all ownership and all rights within the mortgage, there are no public records indicating that MERS' duties as Nominee to the Lender or to any

successive purchasers and or assigns of Northstar, were ever re-established, nor do MERS appear within any public filings indicating that any other entity opted to utilize MERS as their Nominee or within a Nominee capacity what so ever.

The residential property referred to herein was also secured to Northstar by and through a Security Deed [the Security Deed] that named Northstar Mortgage Group, LLC as [Lender] and Mortgage Electronic Registration Systems, Inc., [MERS] as Nominee for Lender [only for the purposes of foreclosure proceedings].

Though named as Nominee for the Lender, the specific language within the Security Deed do not authorize MERS to sell, transfer, or assign any of its rights as Nominee to the Lender, nor does it authorize MERS to assign the Security Deed [in its' entirety] to any other entity.

There is no language expressly written within the terms of the Note that would have authorized MERS to either sell, assign or transfer the Note to itself or to any other entity.

There are no [assignment documents] on file within the public land records within the Office of The Clerk of Superior Court for Fulton County, Georgia indicating that Northstar ever authorized MERS to sell, transfer or assign the Note or to assign the Security Deed to any other entity prior to [February 2010] when Northstar's authority to transact residential mortgage transactions in Georgia was officially revoked.

According to State of Georgia Division of Banking and Finance records and filings, any and all Georgia Residential Mortgage Licenses held by and in the name of Northstar Mortgage Group, LLC was effectively revoked as of February 2010.

On or around August 23, 2010, MERS purportedly acting as Nominee on the behalf of Northstar Mortgage Group, LLC [who was no longer was capable of transacting any mortgage transactions in Georgia on that date] caused, created and filed into the land and property records of Fulton County, Georgia a document entitled "Assignment of Security Deed". *See plaintiff's Exhibit "C" attached hereto.*

On or about December 19, 2011 MERS, its' agents or representatives executed a document entitled "Corrective Assignment" that purports that MERS, [acting on their own behalf] sold, assigned and transferred all rights within a Security Deed claiming to be attached to this plaintiff's residential property referred to within this complaint. This document was filed into the land and property records of The Office of The Clerk of Superior Court for Fulton County, Georgia on December 29, 2011. *See plaintiff's Exhibit "D" attached hereto.*

Plaintiff reiterates that the stated relationship written within the residential mortgage documents pertaining to the residential property within this complaint, does not authorize MERS to assign, sell or transfer any rights within the Security Deed attached to a mortgage to plaintiff's residence, accordingly, the above described transfers attributed to MERS were unauthorized, fraudulent and cast a cloud upon plaintiff's residential property referred to within this complaint.

According to all known records, there have been no identified or [unidentified] entity that have authorized Bank of America, N.A. to possess any documentation claimed to be the Note to this plaintiff's residential property nor have Bank of America, N.A. ever been authorized to act on the behalf of any [unidentified] entities that could assert any

interest within plaintiff's residential property.

All evidence gathered by this plaintiff indicates to a certainty that Northstar did in fact sell the mortgage along with the "Note" to an [unidentified] entity other than Bank of America, N.A. in [2007] and likewise, there are no factual records in existence that Bank of America, N.A. purchased or was assigned the Note in [2007] from Northstar.

RELIEF SOUGHT

Wherefore the plaintiff have asserted a set of facts and claims for which he seeks relief before this Honorable Court and respectfully request that the Court enters judgment against the defendants and that the Court quiet titles plaintiff's property to him and against the defendants.

That this Honorable Court issue an order declaring the Assignment of Security Deed dated August 23, 2010 and also the Corrective Amendment assignment document dated December 19, 2011 that bears a filing date of December 29, 2011 be declared Null and Void.

That this Honorable Court further rule within its' order that the Mortgage Note identified within this complaint secured to Northstar to be Null and Void and Un-enforceable in so far as it has been forever split from the Security Deed.

That this Honorable Court further rule that any Security Deed(s) described within this complaint purported to have been assigned by MERS to Bank of America, N.A. or to any other entity to be "Null and Void" given that no provisions are written within the wording of the Security Deed that would authorize MERS to assign the Security Deed absent [the expressed written authority] in writing from Northstar

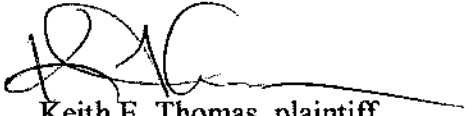
Mortgage Group, LLC.

That this Honorable Court grants the plaintiff a jury trial for any subsequent responsive claims or defenses asserted by any defendants identified or by any others not identified and may make claims on their own behalf or on the behalf of others.

That this Honorable Court grant to this plaintiff an order for the costs of this action against any defendants or any persons acting on their behalf.

That this Honorable Court grant any other such relief against the defendants deem just and proper.

Respectfully submitted on this 25th day of February, 2013.



Keith E. Thomas, plaintiff
P.O. Box 960242
Riverdale, Georgia 30296
404-838-0394

Exhibit “A”

Deed Book 45245 Pg 446
 Filed and Recorded Jun-25-2007 08:29am
 2007-0186591
 Real Estate Transfer Tax \$155.00
 Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

Return Recorded Document to:
 LAW OFFICES OF ANGIE M. WALTON, P.C.
 4405 MALL BOULEVARD
 SUITE #110
 UNION CITY, GEORGIA 30291

WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF FULTON

File #: 07-075

This Indenture made this 12th day of June, 2007 between ERIC J. HULSMAN, of the County of FULTON, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and KEITH E. THOMAS, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness
 Notary Public

Eric J. Hulsmann (Seal)
 ERIC J. HULSMAN
 by [Signature]
 (Seal)

(Seal)

(Seal)

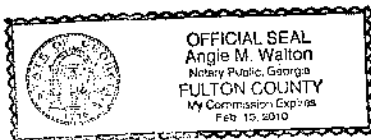


Exhibit “B”

Deed Book 45245 Pg 447
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT 'A'

All that tract or parcel of land lying and being in Land Lot 188 of the 13th District of Fulton County, Georgia, being identified as Lot 5, of West Road Acres, as shown on plat recorded in Plat Book 148, page 100, Public records of Fulton County, Georgia, which plat and reference thereto are incorporated herein for a more complete description of said land.

Being improved property known as: 2655 West Road, according to the present system of numbering houses in Fulton County, Georgia.

Exhibit “C”

Deed Book 49355 Pg. 388
 Filed and Recorded Sep-10-2010 08:30am
 2010-0337307
 Cathelene Robinson
 Clerk of Superior Court
 Fulton County, Georgia

Prepared by and after Recording)
 Return to:)
 Name: Elizabeth Hunter Pitts)
 Firm/Co: PROMMIS SOLUTIONS,)
 mpany: LLC)
 Address: A/TN: ASSIGNMENTS)
 Address)
 2: 1544 OLD ALABAMA)
 City: ROAD)
 State: ROSWELL, GA 30076)
 Zip:)
 Phone: (800) 275-7171)

----- Above This Line Reserved For Official Use Only -----

Assessor's Map Parcel/Account
 Number: 6

CHL #: 51781110-2

ASSIGNMENT OF SECURITY DEED

Name and Address of Assignor:
 Mortgage Electronic Registration
 Systems, Inc., solely as nominee for
 NorthStar Mortgage Group LLC, whose
 address is 3300 SW 34th Avenue, Suite
 101, Ocala, FL 34474

Name and Address of Assignee:
 BAC Home Loans Servicing, L.P. FKA
 Countrywide Home Loans Servicing,
 L.P. whose address is 7105 Corporate
 Drive, Mall Stop P1X-C-35, Plano, TX,
 75024

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Mortgage Electronic Registration Systems, Inc., solely as nominee for NorthStar Mortgage Group LLC, "Assignor", whose address is above, does hereby grant, sell, assign, transfer and convey to BAC Home Loans Servicing, L.P. FKA Countrywide Home Loans Servicing, L.P., "Assignee," whose address is above, all interest of the undersigned Assignor in and to the following described security deed:

Date of Security Deed: June 12, 2007 Maturity Date: July 1, 2037

Deed Book 49355 Pg 389

Executed by Keith E. Thomas
(Mortgagor(s)):

Individual

To and in favor of Mortgage Electronic Registration Systems, Inc., solely
(Mortgagee): as nominee for NorthStar Mortgage Group LLC.

Filed of Record: In Book 45245, Page 448
Document/Inst. No. 2007-0186392, in the Office of the Superior Court Clerk
for Fulton County, Georgia, on June 25, 2007 (date).
Property: 2655 West Road, Riverdale, Georgia 30296
(As described in the Legal Description attached hereto as Exhibit A.)

Given: to secure a certain Promissory Note in the amount \$ 155,000.00.
of

Together with the note(s) and obligations therein described or referred to, the
money due and to become due thereon, with interest, and all rights accrued or to accrue
under said Security Deed.

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and
assigns forever, subject only to the terms and conditions of the above-described Security
Deed.


Assignor is the present holder of the above-described Security Deed.

IN WITNESS WHEREOF, this assignment was executed by the undersigned
Assignor on this the 23 day of August, 2010.

MIN: 4436

MERS PHONE: 1-888-679-6377

Mortgage Electronic Registration Systems, Inc.,
solely as nominee for NorthStar Mortgage
Group LLC.


Lurece D. Lewis
Authorized Agent

Signed, Sealed and Delivered
in the presence of:

Kathryn Spinato
Witness Name *Kathryn Spinato*

[Signature]
Notary Public

My Commission Expires: *6/15/14*

(Seal)



Exhibit “D”

**CROSS REFERENCE DEED
BOOK 49355, PAGE 388
FULTON COUNTY
GEORGIA RECORDS**

Our File No 51781110-FT10
Debtor Keith E Thomas

Return to
Promus Solutions, LLC
1544 Old Alabama Road
Roswell, GA 30076

***CORRECTIVE*
ASSIGNMENT**

STATE OF California
COUNTY OF Ventura

For value received Mortgage Electronic Registration Systems Inc has this day transferred sold assigned conveyed and set over to Bank of America, N A successor by merger to BAC Home Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP whose address is 2270 Lakeside Blvd Richardson TX 75082 as Assignee its successors representatives and assigns all its right, title and interest in and to a certain Security Deed (or Deed to Secure Debt) executed by Keith E Thomas to Mortgage Electronic Registration Systems Inc dated June 12 2007 recorded in Deed Book 45245 Page 448 Fulton County, Georgia Records

Property Address 2655 West Road Riverdale GA 30296

The Assignor herein specifically transfers sells, conveys and assigns to the above Assignee its successors representatives and assigns, the aforesaid Security Deed the property described therein the indebtedness secured thereby together with all the powers options privileges and immunities therein contained

The Assignor herein has this day sold and assigned to the Assignee herein the note secured by the aforesaid Security Deed and this transfer is made to secure the Assignee its successors representatives and assigns in the payment of said note

IN WITNESS WHEREOF the Assignor has hereunto set its hand and seal this December 19 2011

Signed sealed and delivered
in the presence of

Unofficial Witness Dario Cuenca

Mary Ann Hiernan
Unofficial Witness
Mary Ann Hiernan

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC

By Cecilia Rodriguez
Printed Name
Title Assistant Secretary

By Aida Duenas
Printed Name
Title Assistant Secretary
(Corporate Seal)

ACKNOWLEDGMENT

State of California
County of Ventura

On Dec 19, 2011 before me Darryl Brown, Notary Public
(Insert name and title of the officer)

Personally appeared Cecilia Rodriguez and Aida Duenas
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature [Signature] (Seal)

*CORRECTIVE ASSIGNMENT NEEDED TO CORRECT THE EXECUTION *



Deed-Book 50744 pg 54
Filed and Recorded Dec-29-2011 09:08am
2011-0372795
Catherine Robinson
Clerk of Superior Court
Fulton County, Georgia

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

KEITH E. THOMAS,

Plaintiff,

Civil Action No. 2013CV227759

v.

NORTHSTAR MORTGAGE GROUP, LLC, its'
Successors and assigns,

Defendants,

BANK OF AMERICA, N.A. a/k/a
BAC HOME LOANS SERVICING, LP f/k/a
COUNTRYWIDE HOME LOANS SERVICING, LP

Defendants,

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc., a/k/a
MERSCORP, Inc. , collectively known as MERS

Defendants.

VERIFICATION

Comes now Keith E. Thomas, affiant and do state the following:

1.

That he is a citizen of these United States and of legal age capable of being
administered oath upon.

2.

That I am the party with legal standing to make claims within this complaint.

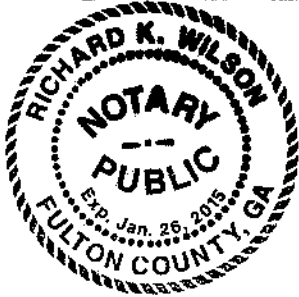
3.

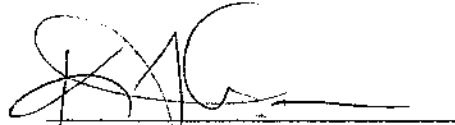
That the information and statements within this complaint are his own and are
true to the best of his personal knowledge and belief.

Further, this affiant says not.

Sworn to and subscribed here before me on this 25 day of February 2013.


Notary.




Keith E. Thomas